

ATTACHMENT NO. 2

PROFORMA NO. RGZ-7-70204

UNDER

PRIME CONTRACT NO. DE-AC36-08GO28308

CONTRACTING PARTY: ALLIANCE FOR SUSTAINABLE ENERGY, LLC
MANAGEMENT AND OPERATING CONTRACTOR FOR THE
NATIONAL RENEWABLE ENERGY LABORATORY ("NREL")

SUBCONTRACTOR: *

ADDRESS: *
*, * *

SUBCONTRACT TITLE: "DISTRIBUTED WIND TURBINE COMPETITIVENESS
IMPROVEMENT PROJECT - TYPE CERTIFICATION (>200M²
AND <1000M² RSA) – ROUND 5"

TYPE OF SUBCONTRACT: FIRM FIXED PRICE WITH PRICE PARTICIPATION

PERIOD OF PERFORMANCE: EXECUTION THROUGH TWENTY-ONE (21) MONTHS

SUBCONTRACT AMOUNT:

NREL AMOUNT		SUBCONTRACTOR'S PRICE PARTICIPATION		TOTAL PRICE	
\$0.00	%%	\$0.00	%%	\$ 0.00	100%

PAYMENT TERMS: NET 15 (*applicable to domestic small businesses*)

OR

NET 30 (*applicable to large businesses, state and local
governments or foreign organizations*)

**SUBCONTRACTOR'S
REMITTANCE NAME
AND ADDRESS:** *
*
*, * *

**FUNDED AMOUNT AND
TASK CHARGE NUMBER:** \$0.00

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TO
SUBCONTRACT SCHEDULE**

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PROFORMA NO. RGZ-7-70204

BETWEEN

**ALLIANCE FOR SUSTAINABLE ENERGY, LLC
MANAGEMENT AND OPERATING CONTRACTOR FOR THE
NATIONAL RENEWABLE ENERGY LABORATORY**

AND

SCHEDULE

INTRODUCTION

THIS SUBCONTRACT is effective upon execution by the Alliance for Sustainable Energy, LLC, manager and operator of the National Renewable Energy Laboratory and is between the Alliance for Sustainable Energy, LLC, whose principal office is located in Golden, Colorado and * (hereinafter called "Subcontractor"), whose principal offices are located in *, *.

The Alliance for Sustainable Energy, LLC (hereinafter called "Alliance") has entered into Contract No. DE-AC36-08GO28308 (hereinafter called "Prime Contract") with the Department of Energy (hereinafter called "DOE"), an agency of the U.S. Government (hereinafter called "Government"), for the management and operation of the National Renewable Energy Laboratory (hereinafter called "NREL"). All references to "NREL" in this subcontract shall mean the Alliance for Sustainable Energy, LLC.

This subcontract is entered into in furtherance of the performance of the work provided for in the Prime Contract.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

ARTICLE 1 - THE WORK TO BE PERFORMED

- A. The Subcontractor shall perform the work generally described as "Distributed Wind Turbine Competitiveness Improvement Project – Type Certification (>200m² and <1000m² RSA) – Round 5", and specifically provided for in Appendix A, Statement of Work, attached hereto and made a part hereof, pursuant to the provisions of this subcontract.
- B. Specific deliverables, quantities, due dates, reporting requirements, and addresses are set forth in Appendix A hereto.

ARTICLE 2 - THE PERIOD OF PERFORMANCE

The period of performance under this subcontract shall commence upon the date of execution and shall be completed twenty-one (21) months from such date; provided, however, that this period may be extended for additional periods by mutual written agreement of the parties.

ARTICLE 3 - PRICE AND PAYMENT

- A. In full consideration of the Subcontractor's performance, hereunder, NREL shall pay the Subcontractor the prices stipulated in B below, less any deductions provided in this subcontract. The total price for performance and receipt and acceptance of all deliverables under this subcontract is \$0.00.
- B. Payments will be made by NREL upon receipt and acceptance of the following deliverables in the amount specified:

<u>Occurrences</u>	<u>Amount</u>
Total Price:	\$ 0.00

Said payments shall be made after receipt of and acceptance by NREL of the specified deliverables above and upon submission by the Subcontractor of an invoice, in a form satisfactory to the Subcontract Administrator in accordance with the article entitled "Invoices"; provided, however, that said payments shall not be deemed to prejudice any rights which NREL may have by law or under other provisions of this subcontract.

- C. The total amount to perform the work identified in Appendix A, Statement of Work (SOW), is \$ 0.00. Out of this amount, NREL will pay a firm fixed price amount of \$0.00, and the Subcontractor and its lower-tier subcontractors will provide price participation in the amount of \$0.00. To demonstrate this, a breakdown is provided as follows:

<u>NREL Amount</u>	<u>Subcontractor's Price Participation</u>	<u>Total Price of SOW Effort</u>
\$0.00	\$0.00	\$*

- D. Pursuant to the article entitled "Limitation of Price and Subcontractor Obligations" of this schedule, the amount of \$* has been allotted and is available for payment of occurrence specified in Paragraph B above under this subcontract. The allotted amount will cover occurrence * under Appendix A, Statement of Work, which deliverables shall be completed on or before *.

ARTICLE 4 - PERSONAL PROPERTY MANAGEMENT AND CONTROL (JAN 2010)

- A. Except for the NREL Furnished Government Property listed in Paragraph (B) (1) below, the estimated cost or price set forth in Article 3 includes funds set aside specifically for the acquisition of the personal property shown below and such funds may not be used for any other purpose. NREL shall not be obligated to reimburse the Subcontractor for personal property acquisition costs or prices that are in excess of the total amount specified in this Article.

B. Identification of and title to Government Property

1. NREL Furnished Government Property. The following Government Property is furnished to the Subcontractor by NREL in support of subcontract performance. The Government shall retain title in all NREL Furnished Government Property.

Item	<u>NREL Furnished Government Property</u> [e.g., nomenclature, manufacturer, model #]	Category	Controlled? [Yes or No]	\$ Amount
1		-	-	\$0.00

2. Subcontractor Acquired or Fabricated Government Property. The following Government Property shall be acquired or fabricated by the Subcontractor's expenditure of NREL cost reimbursement (includes NREL cost share) or NREL price payment (includes NREL price participation) in support of subcontract performance.

- a. Title to Subcontractor Acquired Government Property shall pass to and vest in the Government upon delivery of such acquired property.

Title to Subcontractor Fabricated Government Property shall pass to and vest in the Government upon the first occurrence of any of the following: (i) issuance of material for use in subcontract performance; (ii) commencement of processing or use of material in subcontract performance; or (iii) reimbursement of the cost or price of the material by NREL to the Subcontractor.

Item	<u>Subcontractor Acquired or Fabricated Government Property</u> [e.g., nomenclature, manufacturer, model #]	Category	Controlled? [Yes or No]	Estimated \$ Amount
1		-	-	\$0.00

3. Insurance requirement for NREL Furnished Government Property and Subcontractor Acquired or Fabricated Government Property.

The Subcontractor shall, at its own expense, maintain and keep in force during the entire performance period of this subcontract property insurance equal to or greater than the amount of the NREL Furnished Government Property and the estimated amount of the Subcontractor Acquired or Fabricated Government Property listed in paragraphs B (1) and B (2) above.

Before commencing work under this subcontract, the Subcontractor shall obtain the required property insurance and shall maintain such required property insurance for the entire period of performance of this subcontract. The Subcontractor shall immediately notify the NREL Subcontract Administrator in the event of any termination, cancellation, reduction or other material change adversely affecting NREL's/Government's interest in the property insurance.

The Subcontractor shall require lower-tier Subcontractors with possession or control of NREL Furnished Government Property and Subcontractor Acquired or Fabricated Government Property under this subcontract to provide and maintain the same kinds and minimum amounts of property insurance required under this subcontract. The Subcontractor shall maintain a copy of all the lower-tier Subcontractors' proofs of property insurance, and shall make copies available to the NREL Subcontract Administrator upon request.

C. Identification of and title to Subcontractor's Personal Property.

1. Government Property with title vesting in Subcontractor. If explicitly listed below, title to Subcontractor Acquired or Fabricated Government Property shall pass to and vest in the Subcontractor in its capacity either as a (i) Nonprofit Educational

Institution or (ii) Nonprofit Organization with a primary purpose to conduct scientific research.

Item	Government Property with title vested in the Subcontractor [e.g., nomenclature, manufacturer, model #]	\$ Amount
1		\$0.00

2. Subcontractor Furnished Personal Property. The following personal property shall be furnished by the Subcontractor at the Subcontractor's private expense through Subcontractor cost share or Subcontractor price participation in support of subcontract performance. The Subcontractor shall retain title in all Subcontractor Furnished Personal Property.

Item	Subcontractor Furnished Personal Property with title retained [e.g., nomenclature, manufacturer, model #]	\$ Amount
1		\$0.00

3. Conditions placed on Subcontractor's use of Personal Property. Vesting title to Subcontractor Acquired or Fabricated Government Property in an Educational Institution or Nonprofit Organization with a primary purpose to conduct scientific research (C.1. above) or title retained by a Subcontractor in Subcontractor Furnished Property (C.2. above) shall be subject to the conditions below.

- a. The Subcontractor shall not charge depreciation, amortization, or use charges for the Subcontractor's personal property listed in this Article to any other Federal Government contract, subcontract, cooperative agreement, or grant, either contemporaneously with this subcontract performance or in the future.
- b. The Subcontractor's personal property identified in this Article shall be used for the benefit of research and development under this subcontract and any extension hereto.

D. Advance Notice Requirements.

Advance notification by the Subcontractor and formal written modification approval by the NREL Subcontract Administrator pursuant to the terms of the "Lower-tier Subcontracts" clause of Appendix B is required prior to the actual purchase of any personal property not listed in this Article.

The actual purchase of personal property listed in this Article has been approved as part of the award of this subcontract.

B. Invoice Requirements.

The Subcontractor shall identify and submit supporting documentation in accordance with the article entitled "Invoices" for all Subcontractor Acquired or Fabricated Government Property and Subcontractor Furnished Personal Property under this subcontract, regardless of title, ownership, possession, or control by the Subcontractor. The Subcontractor shall include, as applicable, the

item nomenclature, manufacturer, model number, serial number, cost or price, applicable shipping and installation charges, and the purchase or fabrication date.

C. Property Management System Requirements.

The Subcontractor shall submit to the NREL Subcontract Administrator a written description of its approved Property Management System if the total amount of the NREL Furnished Government Property and Subcontractor Acquired or Fabricated Government Property listed in this Article is \$500,000.00 or more. Additionally, when the amount totals \$500,000.00 or more, the Subcontractor shall maintain an approved Property Management System for the accounting, control, protection, preservation, maintenance, use, and disposition of all property in its possession/control as listed in this Article.

The Subcontractor's Property Management System shall be subject to audit by the Government or NREL. The subcontractor's property records and the premises where any Government Property is located shall be accessible during reasonable business hours to the Government and NREL during the subcontract period of performance and such amount of time thereafter necessary to fulfill all NREL-directed closeout requirements following subcontract termination or completion.

The Subcontractor shall treat all Government Property in its possession and control in accordance with the "Government Property" clause of Appendix B and other requirements as contained in this subcontract.

D. Accountability Requirements.

During the subcontract period of performance and such amount of time thereafter necessary to fulfill all NREL-directed closeout requirements following subcontract termination or completion, the Subcontractor shall be accountable for all personal property in support of subcontract performance, regardless of ownership, title, possession, or control by the Subcontractor. For purposes of this Subcontract, "accountable" means the Subcontractor shall have adequate procedures for the accounting, control, protection, preservation, maintenance, use, and disposition of the personal property listed in this Article and such procedures shall be sufficient to identify, inventory, report, and certify the existence, location, and condition of the property listed in this Article.

E. Control of Government Property.

For purposes of this Subcontract, "control" means the Subcontractor shall affix a property identification NREL/DOE tag number to Government Property in accordance with the categories of controlled Government Property listed in this Paragraph and shall maintain such NREL/DOE tag number for the identification and recording of such Government Property.

1. Categories of Controlled Government Property. For purposes of determining whether the Subcontractor shall be responsible to control by affixing a property identification NREL/DOE tag number to Government Property under this Subcontract, the following categories of personal property shall be used:

- a. **"Equipment property"**— Accountable controllable property with an acquisition cost of \$5,000, or greater.

- b. “**Sensitive** property”— Property that requires special control and accountability because of its susceptibility to unusual rates of loss, theft, misuse, or due to national security and export control considerations. Examples include, but not limited to: computers, computer external peripherals and storage, printers, cameras, and field equipment.
 - 2. Categories of Property NOT controlled. There is **no** requirement to affix a property identification DOE/NREL tag number to the property in the following categories and values of Government Property.
 - a. “**Equipment** property” with a value of \$4,999 or less.
 - b. “**Sensitive** property” not meeting the criteria listed in paragraph (H) (1) (b) above.
 - c. “**Software**” of any value.
 - d. “**Expendable** property” that are materials, which by their nature, are consumed during the course of the subcontract effort, regardless of value.
- F. Inventory, Reporting, and Certification Requirements for ALL subcontracts.
- Annually on the anniversary date of execution of this subcontract during performance of this subcontract, the Subcontractor shall provide to the NREL Subcontract Administrator a total acquisition cost or price for Government Property in its possession and control and listed in this Article.
- No later than September 30 of each even-numbered year during the performance of this subcontract, the Subcontractor shall conduct a physical inventory and shall submit to the NREL Subcontract Administrator a certified inventory and report on the existence, location, and condition of all Government Property in its possession and control as listed in this Article. An authorized official of the Subcontractor shall certify that such Government Property inventory is complete, current, and accurate.
- Immediately upon the termination or completion of subcontract performance, the Subcontractor shall submit to the NREL Subcontract Administrator a certified inventory and report on the existence, location, and condition of all Government Property in its possession and control as listed in this Article. An authorized official of the Subcontractor shall certify that such Government Property closeout inventory is complete, current, and accurate.
- In addition to the inventories and reporting of Government Property required in this Article, the Subcontractor shall conduct physical inventories requested by NREL and the Government and shall comply with all reporting requirements requested by NREL or the Government.
- G. Additional Inventory, Reporting, and Certification Requirements for COST TYPE subcontracts.
- In addition to the requirements in Paragraph I above, if this is a cost-type subcontract, the Subcontractor shall submit to the NREL Subcontract Administrator within six months of execution of this subcontract a certified baseline inventory and report on the existence, location, and condition of all Government Property in its possession or control and listed in this Article. An

authorized official of the Subcontractor shall certify that such Government Property baseline inventory is complete, current, and accurate.

H. Requirement to report shortage, loss, damage, or destruction of Government Property.

The Subcontractor shall report promptly to the NREL Subcontract Administrator any shortage, loss (including theft), damage, or destruction of Government Property in its possession or control as listed in this Article together with all the facts and circumstances of the shortage, loss, damage, or destruction. The Subcontractor shall cooperate with NREL representatives to complete missing or damaged Government Property reports.

I. Protection of Government's Interest in Government Property.

With respect to Government Property in the possession or control of the Subcontractor as listed in this Article, the failure to perform the requirements of this Article shall constitute a breach of this Subcontract, unless such failure to perform is beyond the control of the Subcontractor or any lower-tier Subcontractor and without the fault or negligence of either.

NREL shall notify the Subcontractor in writing of such failure to perform and the Subcontractor shall cure within ten (10) days after receipt of the notice from the NREL Subcontract Administrator specifying the failure. The NREL Subcontract Administrator may authorize in writing a longer period of time allotted for the Subcontractor to cure the failure to perform.

In the event the Subcontractor fails to cure within the allotted time, NREL reserves the right to acquire, under the terms and in the manner the NREL Subcontract Administrator considers appropriate, the physical inventory and report required under this Article for the existence, location, and condition of the Government Property in the possession or control of the Subcontractor and listed in this Article. Further, NREL reserves the right to accomplish the disposition of such Government Property under the terms and in the manner the NREL Subcontract Administrator considers appropriate.

The Subcontractor shall be liable to NREL for any excess costs incurred to acquire the physical inventory and report required under this Article for the existence, location, and condition of the Government Property in the possession or control of the Subcontractor as listed in this Article. Further, the Subcontractor shall be liable to NREL for any excess costs incurred to accomplish the disposition of such Government Property. The rights and remedies of NREL/Government in this Article are in addition to any other rights and remedies provided by law or under this subcontract.

The NREL Subcontract Administrator may withhold all or any portion of payment of the price or allowable cost due to the Subcontractor under this subcontract until a reserve is set aside in an amount that the NREL Subcontract Administrator determines necessary to cover excess costs incurred to acquire the physical inventory and report and to accomplish the disposition of Government Property required under this Article. Notwithstanding any other terms or conditions contained in this schedule and Appendix B of this subcontract, NREL shall be entitled to set off any amount that NREL owes or may owe in the future to the Subcontractor (under this subcontract and any and all other collateral transactions between the Subcontractor and NREL) against any excess costs incurred to acquire the physical inventory and report and to accomplish the disposition of Government Property required under this Article.

ARTICLE 5 - APPLICABLE DOCUMENTATION

In addition to the terms and conditions contained in this Schedule, the following documents are attached hereto and made a part of this subcontract:

- A. Appendix A, entitled "Statement of Work", dated 3/14/17.
- B. Appendix B-2, entitled "Standard Terms and Conditions", dated 12/15/16.
- C. Appendix C-1 or C-2, entitled "Intellectual Property Provisions", dated 3/26/12.
- D. Subcontractor's technical proposal number * dated * together with any revisions, is hereby incorporated by reference. In the event there is a conflict between the Subcontractor's technical proposal and any other provisions of this subcontract, the latter shall prevail.

ARTICLE 6 - ORDER OF PRECEDENCE

Any inconsistency in this subcontract shall be resolved by giving precedence in the following order:

- A. This Schedule;
- B. Statement of Work (Appendix A);
- C. Standard Terms and Conditions (Appendix B-2);
- D. Intellectual Property Provisions (Appendix C-1 or C-2);
- E. Other provisions of this subcontract whether incorporated by reference or otherwise; and
- F. The Subcontractor's technical proposal, if incorporated in this subcontract by reference or otherwise.

ARTICLE 7 - RIGHTS TO PROPOSAL DATA

Except for technical data contained on pages * of the Subcontractor's proposal dated * which are asserted by the Subcontractor as being proprietary data, it is agreed that, as a condition of the award of this subcontract, and notwithstanding the provisions of any notice appearing on the proposal, the Government and NREL shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this subcontract is based.

ARTICLE 8 - SUBCONTRACT ADMINISTRATION RESPONSIBILITIES

- A. Signature Authority: This subcontract may only be modified by a formal modification signed by an authorized official of NREL.
- B. Subcontract Administration Responsibilities: The authorized official of NREL has designated Kyndall Jackson as the Subcontract Administrator for this subcontract with the responsibilities for subcontract administration and negotiation of any modifications to this subcontract. The Subcontract Administrator's telephone number is 303-275-4253.

- a. Technical Monitoring Responsibilities: The authorized official of NREL has designated * as the Technical Monitor for this subcontract with the responsibilities of monitoring the technical work or services to be performed under this subcontract. The Technical Monitor does not have the authority to make any commitments or authorize any changes which may affect the subcontract's price, scope of work, terms, or conditions. Any such changes shall be referred to the Subcontract Administrator designated in Paragraph B above. The Technical Monitor's telephone number is *.

ARTICLE 9 - KEY PERSONNEL

- A. It having been determined that the individuals, whose names appear below, are necessary for the successful performance of this subcontract, the Subcontractor agrees to assign or have assigned such individuals to the performance of the work under this subcontract and shall not reassign or remove any of them without the consent of the Subcontract Administrator by modification to this subcontract:

<u>Name</u>	<u>Project Title</u>	<u>Telephone No.</u>
*	*	*

- B. Whenever, for any reason, one or more of the key personnel designated above, is unavailable for assignment for work under this subcontract, the Subcontractor shall, with the approval of the Subcontract Administrator, replace such individual with an individual of substantially equal abilities and qualifications.

ARTICLE 10 - INVOICES

- A. Invoices for work accomplished under this subcontract shall be submitted electronically (Microsoft Word or PDF format) to the following email address:

Accounts.Payable@nrel.gov

- B. To expedite the payment process please submit one invoice per email and include in the subject line of the email the following:

- Subcontract Associate Name: *
- Subcontract Number: ***_*-*****_**
- Subcontractor Name: *
- Invoice attached: *

- C. To facilitate processing and payment each invoice must reference the following items:

- Subcontract Associate Name: *
- Subcontract Number ***_*-*****_**
- Subcontractor remittance name and address
- Deliverable title/Occurrence number
- Invoice number and date
- Certification and signature
- Any other information or documentation required by other provisions of this subcontract

- D. Payments under this subcontract shall be made in accordance with the payment terms and to the Subcontractor's remittance name and address shown on the cover sheet of this subcontract. Final payment under this subcontract shall be made upon receipt of any required patent clearance from DOE.
- E. The payment terms of this subcontract shall mean net days from the date of receipt of an acceptable invoice or the date of receipt and acceptance of all deliverables, reporting requirements or closeout documentation covered by the invoice, whichever is later.
- F. The Subcontractor shall submit its invoices in reasonable detail in accordance with the payment schedule contained in the Article 3 showing the total fixed price invoiced both currently and cumulatively. An authorized representative of the Subcontractor shall sign the following certification on each invoice submitted for payment:

"I certify that this invoice is correct and proper for payment, and payment for this amount has not and will not be received under any other Government contract or subcontract or other source of Government funds. I further certify that the level of price participation established under the terms and conditions of this subcontract is being met in the performance of the work under this subcontract.

Authorized Official

Date"

- G. The Subcontractor is hereby notified that NREL may withhold payment on invoices submitted, if the Subcontractor has failed to comply with or is delinquent in the submission of the reporting or deliverable requirements under this subcontract associated with the fixed price payment, until such time as the Subcontractor has complied or submitted such reporting or deliverable requirement.

ARTICLE 11 – PUBLICITY RELEASE AND PUBLIC AFFAIRS

- A. Publicity release of any nature in connection with this subcontract shall be coordinated as provided in the "Public Affairs" clause of Appendix B. The Subcontractor shall not make without prior review and approval of the NREL Subcontract Administrator, any publicity release of any nature of general, non-technical information in connection with this subcontract. For purposes of this subcontract, general, non-technical information means any information concerning the existence of the subcontract, the identity of the parties, and the scope and general character of the research or technical activity. As used in this Article, "publicity release" does not include a lawful inspection of the Subcontractor's records conducted pursuant to Federal or State public records access statutes. The Subcontractor may report specifics regarding the formation and execution of this subcontract in its internal publications without prior review and approval of the NREL Subcontract Administrator.
- B. Data rights are set forth in Appendix C hereof. The Subcontractor should particularly note that all papers and documents that are required for submittal and distribution for patent clearance under this subcontract should first be submitted to the Department of Energy, Intellectual Property Law Division, Chicago Operations Office, 9800 South Cass Avenue, Argonne, Illinois 60439 prior to distribution to the public. This requirement of patent clearance prior to publication of all Subcontractor's reports is specifically required and set forth in Appendix C hereof.

ARTICLE 12 – INTEGRATION

This subcontract contains the entire understanding between the parties, and there are no understandings or representations except those set forth or incorporated by reference herein. No subsequent modifications of this subcontract shall be of any force or effect unless in writing signed by a duly authorized official of NREL.

IN WITNESS WHEREOF, the parties hereto have executed this subcontract as of the date fully signed below.

ACCEPTED: *

AUTHORIZED: ALLIANCE FOR SUSTAINABLE
ENERGY, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE SUBCONTRACT - DO NOT COMPLETE